

city. Beckstedt ??

0080407

QUITCLAIM DEED

THIS DEED is made January 19, 2022, by and between **Limetree Bay Refining, LLC**, whose mailing address is One Estate Hope, Christiansted, VI 00820 ("Grantor") and **Port Hamilton Refining and Transportation, LLLP**, a Virgin Islands limited liability limited partnership, whose mailing address is c/o Rasco Klock, 2555 Ponce de Leon Blvd., Suite 600, Coral Gables, FL 33134 ("Grantee").

WITNESSETH:

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, Grantor does hereby remise, release and forever quitclaim to the Grantee, and to its successors and assigns, all of its right, title and interest in that certain real property situate in St. Croix, United States Virgin Islands, more fully described on the attached **Schedule A** together with all the tenements, hereditaments, and appurtenances thereunto belonging, and any and all improvements located thereon (the "Property").

SUBJECT, HOWEVER, to easements, right of ways, conditions, covenants, agreements, and restrictions of public record; all zoning, building, environmental and other laws and regulations affecting the use or occupancy of the Property; and real property taxes for the year 2022 and all years thereafter.

TO HAVE AND TO HOLD the above Property conveyed hereby unto the Grantee and to its successors and assigns, in fee simple absolute forever.

THIS SECTION INTENTIONALLY LEFT BLANK.

RECORDED OF DEEDS SIX

JAN 24 2022

RECEIVED

Quitclaim Deed
Limetree Bay Refining, LLC to Port Hamilton Refining and Transportation, LLLP
Page 2

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day
and year first above written.

WITNESSES:

Limetree Bay Refining, LLC

Abigail E. Schwartz
Witness 1

By:

Mark Shapiro
Mark Shapiro
Chief Restructuring Officer

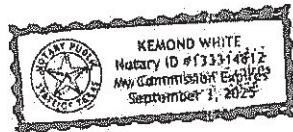
B. T. [Signature]
Witness 2

ACKNOWLEDGEMENT

STATE OF Texas)

COUNTY OF Dallas) SS:

The foregoing instrument was acknowledged before me on January 19, 2022,
by Mark Shapiro, Chief Restructuring Officer of Limetree Bay Refining, LLC, to
me known or satisfactorily identified, and who executed the above Quitclaim Deed
in his duly authorized capacity for the purposes set forth therein.



[Signature]
Notary Public
My commission expires:

Quitclaim Deed
Limetree Bay Refining, LLC to Port Hamilton Refining and Transportation, LLLP
Page 3

CERTIFICATE OF VALUE & EXEMPTION

IT IS HEREBY CERTIFIED that the value of the Property described in the foregoing deed, for recording purposes, does not exceed \$34,631,600.00. The year 2021 real property tax assessments of the Property total \$34,631,600.00. This transaction is exempt from the stamp tax and recording fees pursuant to that certain Refinery Operating Agreement By and Among The Government of the U.S. Virgin Islands and Limetree Bay Refining, LLC, dated July 2, 2018, at Sections 11.1 and 11.2, as more fully set forth in the affidavit attached hereto.


Mark Shapiro

THIS SECTION LEFT INTENTIONALLY BLANK

Quitclaim Deed
Limetree Bay Refining, LLC to Port Hamilton Refining and Transportation, LLLP
Page 4

CERTIFICATE OF PUBLIC SURVEYOR

It is hereby certified that according to the records in the Public Surveyor's Office, the real property described in the foregoing instrument has not undergone any change in regard to boundary and area.

Office of the Public Surveyor, Christiansted, St. Croix, U.S. Virgin Islands.

OFFICE OF THE PUBLIC SURVEYOR
Christiansted, St. Croix

DATED: JAN 21 2022

FEE: NONE

By:


Survey & Deeds Section

for: Wayne D. Callwood
Public Surveyor

Quitclaim Deed
Limetree Bay Refining, LLC to Port Hamilton Refining and Transportation, LLLP
Page 5

Schedule A to Quitclaim Deed

Refinery No. Plot 1-AB (comprising 6.8818 U.S. acres) over portions of Estates Blessing and Hope, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-140-C019 dated May 24, 2019;

Remainder of Refinery Plot No. 1 (comprising 114.9456 U.S. acres) over portions of Estates Blessing and Hope, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-140-C019 dated May 24, 2019;

Remainder of Refinery Plot No. 2 (comprising 26.5670 U.S. acres) over portions of Estates Blessing, Hope and Jerusalem, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-142-C019 dated May 30, 2019;

Remainder of Refinery Plot No. 3 (comprising 184.4305 U.S. acres) over portions of Estates Jerusalem, Figtree Hill and Castle Coakley Land, Queen Quarter, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-141-C019 dated May 24, 2019;

Plot No. 25 Estate Clifton Hill, King Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.5108 U.S. acre, more or less, as more fully shown on OLG Drawing No. 1564 dated May 5, 1964; *

Plot No. 214 Estate Ruby, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.1914 U.S. acre, more or less, as more fully shown on OLG Drawing No. 4413 dated June 5, 1987;

Plot No. 487-A Estate Strawberry Hill, Queen Quarter, St. Croix, U.S. Virgin Islands, consisting of 0.23 U.S. acre, more or less, as more fully shown on OLG Drawing No. 2733-J dated June 7, 1973, revised September 18, 1997.

Being the same plots as described as follows:

The real property conveyed to Limetree Bay Refining, LLC pursuant to that certain Quit Claim Deed executed by Project Navigator, Ltd, a California corporation, in favor of Limetree Bay Refining, LLC dated July 14, 2019 and bearing document number 2019003312, as recorded in the Public Records of St. Croix, United States Virgin Islands; and the real property conveyed to Limetree Bay Refining, LLC pursuant to that certain Quit Claim Deed executed by Project Navigator, Ltd, a California corporation, in favor of Limetree Bay Refining, LLC dated November 15, 2018, bearing document number 2018004645, as recorded in the Public Records of St. Croix, United States Virgin Islands; and the real property conveyed to Limetree Bay Refining, LLC pursuant to that certain Quit Claim Deed executed by Project Navigator, Ltd, a California corporation, in favor of Limetree Bay Refining, LLC dated October 4, 2019 and bearing document number 2019003318, as recorded in the Public Records of St. Croix, United States Virgin Islands.

**AFFIDAVIT IN SUPPORT OF TRANSFER TAX
AND RECORDING TAX EXEMPTION**

STATE OF TEXAS)

COUNTY OF Polk) ss.

The undersigned does hereby state and affirm:

1. The undersigned is over the age of eighteen (18) years and has personal knowledge of the matters set forth herein.
2. Limetree Bay Refining, LLC owns that certain real property as described in Schedule A (the "Property") attached to that certain Quitclaim Deed executed by the undersigned on behalf of Limetree Bay Refining, LLC, as Grantor, transferring all Grantors right, title and interest in and to the real property to Port Hamilton Refining and Transportation, LLLP, as Grantee.
3. Limetree Bay Refining, LLC operates a refinery on the Property pursuant to that certain Refinery Operating Agreement By and Among The Government of the U.S. Virgin Islands and Limetree Bay Refining, LLC dated July 2, 2018 ("Refinery Operating Agreement").
4. In or about December 2021, Limetree Bay Refining, LLC sold its refinery and the Property pursuant to the terms and conditions of that certain Asset Purchase Agreement approved by order of the United States Bankruptcy Court for the Southern District of Texas, Houston Division, *In re: Limetree Bay Services, LLC, et al.*, Debtors, Case No. 21-32351 (DRJ), Docket No. 977.
5. Pursuant to Sections 11.1 and 11.2 of the Refinery Operating Agreement, the refinery is exempt from all taxes, which are defined to include property taxes, transfer taxes, and recording fees (see Sections 11.2(viii), 11.2(xiii), and 11.2(xiv); see also page 19 (defining "Taxes" to include stamp, transfer, and property taxes)).
6. As such, the Quitclaim Deed is exempt from transfer and/or stamp taxes and all recording fees pursuant to the Refinery Operating Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

Affidavit of Exemption
Page 2

Dated: January 19, 2022.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

WITNESSES:

Limetree Bay Refining, LLC

[Signature]
Witness 1

By: [Signature]
Mark Shapiro
Chief Restructuring Officer

[Signature]
Witness 2

ACKNOWLEDGEMENT

STATE OF Texas

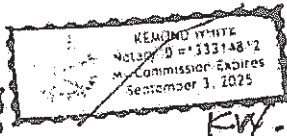
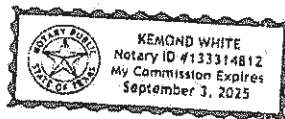
COUNTY OF Dallas

SS:

The foregoing instrument was acknowledged before me on January 19, 2022, by Mark Shapiro, Chief Restructuring Officer of Limetree Bay Refining, LLC, to me known or satisfactorily identified, and who executed the above Quitclaim Deed in his duly authorized capacity for the purposes set forth therein.

[Signature]
Notary Public

My commission expires:



KW-



OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF THE TAX COLLECTOR

1105 King Street • Christiansted, Virgin Islands 00820 • 340.773.6449 • Fax 340.719.5561
5049 Kongens Gade • Charlotte Amalie, Virgin Islands 00802 • 340.774.2931 • Fax 340.770.7025

REAL PROPERTY TAX CLEARANCE CERTIFICATE

TO: Office of the Recorder of Deeds

FROM: Office of the Tax Collector

In accordance with 28 V.I.C. §121, as amended, I hereby certify that there are
no outstanding Real Property Tax obligations for the following parcel:

PARCEL NUMBER	2-06510-0230-00
LEGAL DESCRIPTION	25 CLIFTON HILL
OWNER'S NAME	LIMETREE BAY REFINING, LLC

Taxes have been researched up to and including 2021. Notwithstanding that all
known tax obligations have been satisfied as of this date, 33 V.I.C. §2413 applies.

CERTIFIED TRUE AND CORRECT BY

Brent A. Leerdam

REAL PROPERTY TAX COLLECTOR

SIGNATURE

01/19/2022

DATE

RECEIVED

JAN 24 2022

RECORDER OF DEEDS-STX

Effective 10/1/2020



**OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF THE TAX COLLECTOR**

1105 King Street • Christened, Virgin Islands 00020 • 340.773.6448 • Fax 340.719.5591
5049 Kongens Gade • Charlotte Amalie, Virgin Islands 00602 • 340.774.2931 • Fax 340.770.7825

REAL PROPERTY TAX CLEARANCE CERTIFICATE

TO: Office of the Recorder of Deeds

FROM: Office of the Tax Collector

In accordance with 28 V.I.C. §121, as amended, I hereby certify that there are no outstanding Real Property Tax obligations for the following parcel:

PARCEL NUMBER	2-04600-0353-00
LEGAL DESCRIPTION	487-A STRAWBERRY HILL
OWNER'S NAME	LIMETREE BAY REFINING, LLC

Taxes have been researched up to and including 2021. Notwithstanding that all known tax obligations have been satisfied as of this date, 33 V.I.C. §2413 applies.

CERTIFIED TRUE AND CORRECT BY

Brent A. Leerdam

REAL PROPERTY TAX COLLECTOR

SIGNATURE

01/18/2022

DATE

RECEIVED

JAN 24 2022

RECORDER OF DEEDS-STX

Effective 10/1/2020

CORRECTED BILL OF SALE

Effective January 21, 2022

Each of Limetree Bay Services, LLC, a Delaware limited liability company ("LBS"), Limetree Bay Refining Holdings, LLC, a United States Virgin Islands limited liability company ("LBRH"), Limetree Bay Refining Holdings II, LLC, a United States Virgin Islands limited liability company ("LBRH II"), Limetree Bay Refining, LLC, a United States Virgin Islands limited liability company ("LBR"), Limetree Bay Refining Operating, LLC, a United States Virgin Islands limited liability company ("L BRO"), and Limetree Bay Refining Marketing, LLC, a United States Virgin Islands limited liability company ("LBRM"), along with LBS, LBRH, LBRH II, LBR and L BRO, each a "Seller" and collectively, "Sellers"; for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, dated as of December 21, 2021 (hereinafter referred to as the "Purchase Agreement"), by and among (i) Sellers, and (ii) Port Hamilton Refining and Transportation, LLLP, a Virgin Islands limited liability limited partnership ("PHRT"), by these presents does hereby sell, convey, assign, transfer and deliver unto PHRT, and its successors and assigns, as of the date hereof under the Purchase Agreement, all of such Seller's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement), including the above ground improvements consisting of a combination of permanent and temporary housing structures known as "Limetree Bay Village" and "Limetree Bay Hotel" being currently situated on Estate Castle Coakley, Plot 53¹ consisting of approximately 453 modular units with dorm wings, numbered consecutively from Dorm 1 through Dorm 40, and temporary dorm wings, numbered consecutively from Temporary Dorm 42 through Temporary Dorm 49, and approximately 40,000 square feet of common areas spaces which include a lounge, recreation rooms, gym, laundry facility, administration office and a full-service commercial kitchen and dining area, a 100,000 gallon water tank and a fire and portable water pump hose, together with any and all rights of use, personal property equipment, accessories and/or components related or attached thereto, as well as the above ground refinery improvements located on: (i) Refinery Plot No. 6, Estate Limetree Bay, Reclaimed Land, consisting of 26.7027 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016; including Surface Impoundment 3 as defined in the Refinery Operating Agreement, (ii) Refinery Plot No. 7, Estate Limetree Bay, Reclaimed Land, consisting of 19.857 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016, and (iii) Plot No. 12, Estate Limetree Bay, Reclaimed Land (Plare), consisting of 5.8240 U.S. acres, more or less, King and Queen Quarters, St. Croix, U.S. Virgin Islands, as shown on OLG Drawing No. A9-116-C016, dated June 24, 2016, with title to be held in PHRT. Notwithstanding anything to the contrary herein, in no event shall Sellers be deemed to sell, convey, assign, transfer or deliver unto PHRT, or its successors or assigns, and Sellers shall retain all right, title and interest to the Excluded Assets (as defined in the Purchase Agreement).

¹ The real property described as the "Estate Castle Coakley, Plot 53," is not owned by Sellers and is not included in the Purchased Assets; however, the Limetree Bay Village improvements on "Estate Castle Coakley, Plot 53," to the extent owned by the Sellers, are included in the Purchased Assets.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement, and Bankruptcy Court (as defined in the Purchase Agreement) approval of the Purchase Agreement and transaction(s) envisioned therein and hereunder. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement or Sale Order (as defined in the Purchase Agreement), as applicable, shall prevail. This instrument shall be binding upon Sellers and their successors and assigns and shall inure to the benefit of PHRT and its successors and assigns, to the extent provided in the Purchase Agreement or Sale Order.

This Corrected Bill of Sale is executed on May 17, 2022, effective January 21, 2022, to correct the Bill of Sale dated January 21, 2022, executed by Sellers and PHRT, to reflect the name change of Port Hamilton Refining and Transportation Company, L.L.P. to Port Hamilton Refining and Transportation, L.L.P.

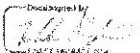
Capitalized terms used but not otherwise defined in this instrument shall have the meanings assigned to them in the Purchase Agreement.

{Signature page follows}

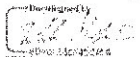
IN WITNESS WHEREOF, each Seller has caused this Bill of Sale to be signed by its authorized representative pursuant to the Purchase Agreement to be effective as of the date first set forth above.

SELLERS:

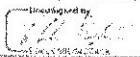
Limetree Bay Services, LLC

By: 
Name: Mark Shapiro
Title: Chief Restructuring Officer

Limetree Bay Refining Holdings, LLC

By: 
Name: Mark Shapiro
Title: Chief Restructuring Officer

Limetree Bay Refining Holdings II, LLC

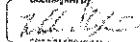
By: 
Name: Mark Shapiro
Title: Chief Restructuring Officer

Limetree Bay Refining, LLC

By: 
Name: Mark Shapiro
Title: Chief Restructuring Officer

[Signature Page to Bill of Sale]

Limetree Bay Refining Operating, LLC

DocuSigned by:

By: FOR COMMERCE
Name: Mark Shapiro
Title: Chief Restructuring Officer

Limetree Bay Refining Marketing, LLC

DocuSigned by:

By: FOR COMMERCE
Name: Mark Shapiro
Title: Chief Restructuring Officer

[Login / Register](#)

[HOME](#) [ONLINE SERVICES](#) 

PORT HAMILTON REFINING AND TRANSPORTATION, LLLP (DS0116728) Domestic Limited Partnership

Amendments and other documents may be filed online at the Office of the Lieutenant Governor. For more information, click on the link below.

[View the filing process](#)

For more information and to file, you must be [logged in](#) and have authority over the company.

Request Entity Information

[General Details](#)

[Documents](#)

[History Details](#)

Entity Name PORT HAMILTON REFINING AND TRANSPORTATION, LLLP

[Show Name History](#)

Entity Identifier DS0116728

Entity Status In Good Standing

Entity Type Domestic Limited Partnership

Business Entity Sub-Type Limited Liability Limited Partnership

Registration Date 12/07/2021

Last AR Filed Date 06/14/2023

State or Country of Jurisdiction

Country United States

State United States Virgin Islands

✕

Resident Agent

Resident Agent in USVI

2 Results

Resident Agent Type	Registered Business Entity
Entity Name	<u>HIBISCUS BUSINESS SERVICES, LLC</u>
Business Identifier	DC0104390
Physical Address	5093 Dronningens Gade, Ste. 1, Charlotte Amalie, United States Virgin Islands, 00802, United States
Mailing Address	P.O. Box 6347, Charlotte Amalie, United States Virgin Islands, 00804, United States
Email Address	denise@mrrvilaw.com
Start Date	08/08/2022

▶ [Show Former Resident Agents](#)

Business Addresses

Principal Office or Place of Business	5093 Dronningens Gade, Ste. 1, Charlotte Amalie, United States Virgin Islands, 00802, United States
Mailing Address	P.O. Box 6347, Charlotte Amalie, United States Virgin Islands, 00804, United States

Business Details

Term	Perpetual
Nature of Business/Purpose	Other, Other
Additional Purpose Details:	Refining Oil & Transporting Refined Products

Cancel

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED

March 31, 2023 05:08 PM
SX-2022-CV-00227
TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DIVISION OF ST. CROIX

LIMETREE BAY TERMINALS, LLC,

PLAINTIFF,

V.

PORT HAMILTON REFINING &
TRANSPORTATION, LLLP,

DEFENDANT.

MASTER CASE: SX-2022-MC-00037

THIS PLEADING RELATES TO
CASE NO. SX-2022-CV-00227
ONLY

COMPLEX CASE

PORT HAMILTON REFINING & TRANSPORTATION, LLLP'S
ANSWER TO SECOND AMENDED COMPLAINT

Now comes defendant, Port Hamilton Refining & Transportation, LLLP ("Port Hamilton") and in answer to the second amended complaint of Limetree Bay Terminals, LLC respectfully avers:

1. Port Hamilton admits that the Superior Court of the Virgin Islands has subject matter jurisdiction.
2. Port Hamilton admits that the case is properly venued in St. Croix.
3. Port Hamilton admits the allegations of this paragraph of the second amended complaint.
4. Port Hamilton denies the allegations of this paragraph of the second amended complaint as stated but admits that it is a limited liability limited partnership and that its general partner is Virgin Islands Refining Company, LLC.
5. Port Hamilton lacks sufficient information regarding the factual allegations of

this paragraph of the second amended complaint to allow a response and therefore the allegations are denied.

6. Port Hamilton lacks sufficient information regarding the factual allegations of this paragraph of the second amended complaint to allow a response and therefore the allegations are denied.
7. Port Hamilton lacks sufficient information regarding the factual allegations of this paragraph of the second amended complaint to allow a response and therefore the allegations are denied.
8. Port Hamilton lacks sufficient information regarding the factual allegations of this paragraph of the second amended complaint to allow a response and therefore the allegations are denied.

NATURE OF THE ACTION

9. Port Hamilton admits that the second amended complaint is styled as a breach of contract action but otherwise denies the allegations of this paragraph of the second amended complaint.
10. Port Hamilton admits that it entered into a contract with plaintiff that called for a mutual exchange of services and payments and incorporates the full terms of the contract in response to the allegations of this paragraph of the second amended complaint. Port Hamilton denies the remaining allegations of this paragraph of the second amended complaint.
11. Port Hamilton denies the allegations of this paragraph of the second amended complaint.